

# Builder Trade Ally Addendum

New Homes | Form 671A



## To be completed by Trade Ally Applicant

### Introduction

This Addendum Application allows you become a builder trade ally in Energy Trust of Oregon's New Homes program (the Program) and outlines the terms and conditions associated with receiving Program incentives. The Program is administered by CLEAResult Consulting, Inc. (PMC) for Energy Trust. Please provide all requested information below, read the terms and conditions, and sign and date this application. Return the completed application form and appropriate insurance documentation to Energy Trust at the address below. After a final review of your Addendum Application, Energy Trust will provide written notice of your trade ally status. A request for additional information may be needed to complete your Addendum Application if it is not completed entirely.

### Applicant Information

Company Name	DBA (if applicable, for website listing)
Contact Name	Email (mandatory for all communication)

### Trade Ally category for which builder company is applying for (check all that apply)

<input type="checkbox"/> Builder <input type="checkbox"/> Developer <input type="checkbox"/> Owner-builder
Construction Type (mark all that apply) <input type="checkbox"/> Single-Family Custom <input type="checkbox"/> Single-Family Spec <input type="checkbox"/> Single-Family Development <input type="checkbox"/> Multifamily <input type="checkbox"/> Other

### Level of energy efficiency builder is striving to achieve (check all that apply)

<input type="checkbox"/> Above code or to be determined	<input type="checkbox"/> LEED® for Homes	<input type="checkbox"/> Other
<input type="checkbox"/> ENERGY STAR®	<input type="checkbox"/> Passive House	
<input type="checkbox"/> Earth Advantage	<input type="checkbox"/> Net-Zero House	

### Terms and Conditions for Program Participation

- All terms and conditions set forth in the **Form 1171A: Trade Ally Enrollment Application** are part of this Addendum Application and hereby incorporated by reference.
- Once approved, Applicant will be eligible to receive applicable Program incentives which Energy Trust offers for energy efficiency measures (see terms and conditions for incentive payments below).
- Once approved, Applicant will be offered training in energy-efficient technologies and installation techniques.
- Once approved, Applicant will receive periodic program updates including information about limited time offers. Additionally, Applicant will be able to access specialized Program staff available for technical and procedural assistance.
- Once approved, Applicant must complete not less than **one (1)** project qualifying for Energy Trust incentives annually to remain active within the Trade Ally Network and be listed on Energy Trust's website.
- Applicant must have, and agrees to maintain, state-required workers' compensation insurance as well as acceptable occurrence-based commercial general liability (including contractual liability and completed operations coverage) with not less than \$1,000,000 per occurrence for bodily injury and property damage liability, with an annual aggregate limit of not less than \$1,000,000. Applicant's commercial general liability policy must include (i) an "additional insured" provision providing that Energy Trust of Oregon, Inc. and its directors, officers and employees are included as an Additional Insured, and include (ii) cross liability and waiver of subrogation clauses, and (iii) an acknowledgement that in the event of a loss, Applicant's policy will be primary. Specific insurance coverage requirements may be changed or waived for Applicants who are owner-builders or in certain other circumstances in Energy Trust's sole discretion.
- Evidence of insurance for the workers' compensation and commercial general liability coverage if required, as described above, must be submitted to Energy Trust, in the form of a certificate of insurance, along with this application. The certificate of commercial general liability coverage must clearly identify "Energy Trust of Oregon, Inc." as an additional insured. Once approved, Applicant must promptly provide current certificates of insurance to Energy Trust on an ongoing basis during the term of the agreement.
- Applicant must maintain adequate automobile liability insurance and, upon request, must promptly provide evidence of such coverage satisfactory to Energy Trust in its sole discretion.

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9. Applicant must be licensed by the Construction Contractors Board (CCB) and/or Washington State if required by law or regulations and maintain such CCB licensing once approved as a trade ally, comply with laws applicable to them (such as workers' compensation and employment laws), and continuously maintain all appropriate licenses and certifications for the work they perform as a trade ally.
10. Once approved, Applicant will indemnify, reimburse, hold harmless and defend Energy Trust and PMC, as well as the directors, officers, employees, agents and other consultants from any claims of any kind including, but not limited, to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other disputed resolution costs arising out of or connected in any way with any act or omission of Applicant, its employees, agents, or subcontractors of any tier or any other entity or person for whom Applicant is liable, in the performance or nonperformance of services as a part of the Program.
11. Once approved, Applicant shall respond to customer inquiries within three (3) business days and offer bids on all job requests. Applicant agrees to establish and maintain a professional relationship with builders, subcontractors, customers and Program partners and personnel.
12. Once approved, Applicant shall be subject to all Program performance specifications and quality control requirements as set forth in the Best Practices Pocket Guide provided to trade ally. Program performance specifications are subject to change.
13. Once approved, Applicant shall be an independent contractor and participation in the trade ally network is not intended to make trade ally an employee, agent, partner or joint venture of either Energy Trust or PMC.

## Terms and Conditions for Incentive Payments

14. **APPLICATION:** Applicant must work with an Energy Trust approved Trade Ally Verifier (verifier) to conduct preliminary modeling of plan sets. Applicant recognizes that Trade Ally Verifier may be installing features within the home that they are also responsible for third-party verifying. The verifier will submit the plan sets, modeling file, calculator and take-offs to the Program. The Program then notifies Applicant of receipt of completed information, confirm the amount of expected incentives being held, and provide a reservation date.
15. **FUNDING:** Upon notification of receipt of complete information by the Program, Applicant will have 120 days to begin construction and call for a first inspection by the verifier. Funds for all projects are subject to availability of funding and are subject to change. The final incentive amount paid to the Applicant may be different from the total expected incentive during preliminary project modeling, depending on the actual measures installed, the final results of performance testing, and/or incentives remaining.  
Applicants with large projects are subject to review for reservation of available funds. Large projects consist of, but are not limited to, 1) total incentives of \$500,000 or more within a calendar year 2) total incentives paid within a given zip code or joining zip code. Projects must meet energy efficient cost savings targets and be an equitable distribution of Energy Trust of Oregon customer funds. Applicant understands and agrees to notify Energy Trust of planned or potential large projects to reserve funding.
16. **ELIGIBILITY:** To be eligible for this Energy Trust incentive, electrically heated homes must be sited within either Portland General Electric or Pacific Power Oregon service territory. Homes that are heated with natural gas must be sited within NW Natural or Cascade Natural Gas Oregon service territory. In the event that a house's main heating source is fueled by a utility not participating in Energy Trust program, a reduced incentive will be paid for the savings of that home.
17. **VERIFICATION AND INSPECTION:** For all homes applying for EPS™, a first inspection must be completed before drywall (insulation must be visible). Second inspection will occur once all Program Requirements have been completed and installed. Energy Trust Solar Electric System Requirements must also be met, as applicable. It is the builder's responsibility to work out a business relationship with a verifier to schedule inspections so that they are performed in a timely manner, giving as much notice to the verifier as possible. All NFRC window labels must be present or accessible at time of one of the inspections.
18. **QUALITY ASSURANCE:** Should an Applicant's site be chosen for a post-construction quality assurance review, satisfactory completion of that review must occur before incentive payment. No warranty is implied by reason of participation in this program or by reason of any review by the New Homes Program.
19. **PAYMENT:** The Incentives will be paid upon (i) verifier submission into Axis with REM/Rate™ modeling file and all supporting documentation; (ii) verification of compliance with New Homes Program; and (iii) verification that all trade ally paperwork has been submitted, including appropriate, up to date proof of insurance. If home is applying for certification(s) and is seeking an EPS™ then home must meet all specifications for that certification and have it certified through the appropriate certifying agency. Expected incentives are based on a preliminary model of the home. The final incentive is based on the actual measures installed, confirmed at final inspection by the verifier. Please allow up to 60 days for receipt of payment of the final incentive after verification, inspection and verifier project submission is complete.

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- 20. INFORMATION RELEASE:** The Applicant understands and agrees that Energy Trust and/or its representatives may include a description of this project, including the Applicant's name, the Applicant's company name, services provided, project cost and energy savings and/or generation, in reports, studies, and other documentation required by the Energy Trust Board of Directors, the Oregon Public Utility Commission, Oregon Department of Energy and the Oregon Legislature. Energy Trust will treat all other information gathered in evaluations as confidential and report it only in the aggregate. Customer agrees that Energy Trust may include Customer's name, Energy Trust services and resulting energy-savings in reports or other documentation submitted to Energy Trust, its Board of Directors, the Oregon Legislature, the Oregon Public Utility Commission, Oregon Department of Energy, and/or Oregon Housing & Community Services. Customer further agrees that Energy Trust may release Customer's EPS publicly for the purpose of supporting Energy Trust program efforts. Energy Trust will treat all other information gathered in as confidential and report it only in the aggregate.
- 21. TAX LIABILITY:** Energy Trust is not responsible for any tax liability imposed on the Applicant as a result of payment of the incentives. Energy Trust is not providing tax advice, and any communication by Energy Trust is not intended or written to be used, and cannot be used, for the purpose of avoiding penalties under the Internal Revenue Code.
- 22. SAFETY AND BUILDING CODES:** Applicant represents that: i) all equipment installed and work performed complies with all federal, state, and local safety, building and environmental codes, and ii) all equipment is UL listed and installed per manufacturer's instructions.
- 23. PROPERTY RIGHTS:** Applicant represents that Applicant has the right to perform the energy-savings and/or generation measures on the property on which those measures are performed and that any necessary consent has been obtained.
- 24. ACCESS AND EVALUATION:** Energy Trust and/or its representatives may request access to the property and may review and evaluate the project during and after completion. Applicant hereby agrees to provide reasonable access to the property for the purposes described herein.
- 25. DISCLAIMER / NO LIABILITY:** Applicant understands that, while Energy Trust is providing Applicant with the incentive payment, Energy Trust is not supervising work performed for Applicant nor is Energy Trust responsible in any way for proper completion of that work or proper performance of any equipment purchased. Energy Trust is simply providing funding to assist Applicant in implementing energy savings and/or generation measures. Energy Trust does not guarantee any particular energy savings and/or generation results by its approval of the Application or by any other of its actions.
- 26. SURVIVAL OF TERMS AND CONDITIONS:** Unless stated otherwise in this document, regardless of whether or not this application is approved, these terms and conditions shall govern and survive the payments of any incentive payments provided hereunder.

**Authorized Signature**

By signing this application, I represent that (i) I am duly authorized to submit this Addendum Application on behalf of the Applicant; (ii) the information provided in the **Form 1171A Trade Ally Enrollment Application** (the Enrollment Application) continues to be true, accurate and complete; (iii) the information provided in this Addendum Application is true, accurate, and complete; (iv) I have read the Enrollment Application and this Addendum Application in their entireties; (v) I understand, and accept the terms and conditions contained in the Enrollment Application and this Addendum Application; and (vi) I understand and accept that all such terms and conditions continue to apply and control upon my approval as a Trade Ally. I further understand and accept that approval or rejection of this Addendum Application is in the sole discretion of Energy Trust and that only upon receipt of any Application Approval Notice will Applicant be a Trade Ally of Energy Trust.

NOTE: Trade and/or customer references may be requested

Name of Company	Authorized Representative <i>(printed name)</i>	Title
Signature	Date	